

ORIGINAL

ONEPOINT COMMUNICATIONS • COLORADO, LLC
D/B/A VERIZON AVENUE

REGULATIONS AND SCHEDULE OF CHARGES FOR
COMPETITIVE INTEREXCHANGE
-TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF ARIZONA

Issued: July 31, 2001

Effective: August 31, 2001

by:

William Wallace, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, Illinois 60045

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All of the pages of this Tariff are effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

A.C.C.: Refers to the Arizona Corporation Commission.

Account Code: An account code is a numerical code, one or more of which may be assigned to Customer, to enable Company to identify the origin of the service user so it may rate and bill the call. All account codes shall be the sole property of Company and no Customer shall have any property or other right or interest in the use of any particular account code.

ANI: Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for service under this Tariff.

Blocking: Blocking is a temporary condition that may be initiated by Company so that Customer cannot complete a telephone call.

Business Customer: A business Customer is Customer whose use of service is for a business, professional, institutional, or occupational purpose.

Class of Service: The type of calling associated with exchange service, such as measured or message rate or business or residential service.

CLEC: CLEC stands for Competitive Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the LEC.

Commission: Commission refers to the Arizona Corporation Commission or any succeeding agency.

Company: Company refers to OnePoint Communications - Colorado, LLC d/b/a Verizon Avenue.

Credit Card: Credit card refers to Visa®, MasterCard®, or other credit card companies as appropriate.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Continued)

Customer: Customer is a person or legal entity which subscribes to Company's services and thereby assumes responsibility for the payment of charges and compliance with Company's Tariff regulations.

Direct Dialed: A direct dialed call is a call where the caller places a long distance call outside the caller's local service area without operator assistance.

Directory Services: Directory services are provided to help Customers determine telephone numbers and to be reached by other customers.

DUC: DUC stands for Designated Underlying Carrier.

End User: End user is the person or legal entity that uses the service provided by Company.

Equal Access: Equal access is the ability to access all long distance carriers by dialing 1 and not a string of long dialing codes. Equal access provides Company the ability to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange: A geographical area established for the administration of communication services and consists of one or more central offices together with associated facilities used in providing exchange services.

Exchange Area: An exchange area is the entire area within which are located the stations that Customer may call at the rates and charges specified in the local exchange services.

Exchange Services: Exchange services are lines and services that give Customers access to the telecommunications network.

Facilities: Facilities means any central office equipment, supplemental equipment, apparatus, wiring, cables, and other materials and mechanisms necessary to or furnished in connection with telephone service.

F.C.C.: F.C.C. stands for Federal Communications Commission.

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SECTION 1 • DEFINITIONS AND ABBREVIATIONS (Continued)

Feature Group D: Feature Group D is a class of service associated with equal access arrangements.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

InterLATA: An InterLATA call is any call that originates and terminates in a different LATA.

International: For the purposes of this Tariff, international includes calls to/from Mexico and Canada and all other foreign locations/areas described in this and other Tariffs of Company.

IntraLATA: An IntraLATA call is any call that originates and terminates within the same LATA

IXC: IXC stands for Interexchange Carrier.

LATA: LATA stands for Local Access Transport Area that is a geographic boundary established by the Modification of Final Judgement.

LEC: LEC stands for Local Exchange Carrier, which shall mean U S West Communications.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), affd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

Non-Recurring Charges: The one time charges for services or order processing including, but not limited to installation, special fees at time of ordering service.

NPA: Refers to the Numbering Plan Area and is commonly called an area code.

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PIC: PIC stands for Primary Interexchange Carrier and is identified by a code number which is assigned by the LEC to the telephone numbers of all Customers to that carrier to ensure the calls are routed over the correct network. When a subscriber switches long distance carriers, it often is referred to as a PIC change.

POP: POP is an acronym for Point-of-Presence and is the central office of where the LEC hands off the traffic of Company's Customers or where Customer's access facility interconnects with the long distance network.

Promotions: Promotions are offerings of service that may include waivers or reductions in rates, that may be limited in term, dates, times and locations.

Presubscription: Presubscription is an arrangement whereby Customer may select and designate an exchange carrier that it wishes to use for toll calling.

Residential Customer: A residential Customer is Customer who subscribes to a service for a non-business, non-trade, or non-professional purpose.

Restriction Services: Restriction services allow Customers to customize the outbound calling capabilities of their lines.

Service: Any or all services provided pursuant to this Tariff or other Tariffs of Company.

Service Charges: Service charges are charges for services performed by Company with respect to establishment and altering of Customer's lines and associated services and features.

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SECTION 1 • DEFINITIONS AND ABBREVIATIONS (Continued)

Special Charges: Special charges are administrative fees associated with a payment.

State: State refers to the state of Arizona.

Terminate: Terminate means to permanently disconnect service.

Underlying Carrier: Underlying carrier refers to any carrier that provides local exchange services resold by Company pursuant to this Tariff.

V&H: V&H stands for vertical and horizontal.

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SECTION 2 • RULES AND REGULATIONS

2.1 Application of the Tariff

This Tariff contains the description, regulations, and rates applicable to all intrastate telecommunications services offered by OnePoint Communications • Colorado, LLC d/b/a Verizon Avenue with principal offices located at 444 North 44th Street, Suite No. 245, Phoenix, Arizona 85008. Service is furnished for communications originating and terminating at points within the state of Arizona under terms of this Tariff. Company operates as both a reseller and a facilities-based provider. Where Company operates as a reseller it resells the services of LECs and DUCs. The coverage area is the entire state. Company's Tariffs are on file at the Arizona Corporation Commission and may be viewed at Company's offices.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Limitations on Service

2.2.1 Service Offerings

All services are interexchange service offerings. All outbound services requiring switched access to reach the long distance network are only available to Customers located in those exchanges which have been converted to equal access. Equal access dialing allows Customers to make interexchange service calls on an intraLATA and interLATA basis.

2.2.2 Availability of Facilities

Service is offered subject to the availability of facilities, equipment, or systems, including those to be provided by the DUC(s), Company, CLEC(s) or LEC, Company's ability to fulfill the order, and the provisions of this Tariff. Company reserves the right, without incurring liability, to limit service to or from any location where the necessary facilities, equipment, systems, and/or switch software are available or where Company is unable to fulfill the order.

2.2.3 Limited Communication

Shortage of facilities provided by Company, the LEC, a CLEC or a DUC caused by emergency conditions may result in limitation on the length of communication. Company recognizes that underlying carriers may impose such limitation on service and reserves such right on their behalf.

2.2.4 Third Number Calls

A third number call is any call charged to a number other than that of the called or calling party. Company reserves the right to refuse to process a third number call when Company cannot confirm acceptance of charges at the third number or based on characteristics of the originating location.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Limitations on Service (Continued)

2.2.5 Fraudulent or Unlawful Use of Company Services

In the event Company or the DUC learn of actual or possible unauthorized, fraudulent, or unlawful use of any Company services, Company will make an effort to contact Customer, but service may be terminated or blocked without notice and without liability to Company. Service may be suspended by Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored as soon as Company is reasonably satisfied that use of service is not unauthorized, fraudulent, or unlawful and only after accounts have been brought current.

2.2.6 Liability of Company for Damages

The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing service hereunder, where such damages were not caused by Company's willful misconduct, will in no event exceed an amount equivalent to the initial contract period charge to Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred.

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SECTION 2 • RULES AND REGULATIONS (Continued)

2.2 Limitations on Service (Continued)

2.2.7 Discontinuance of Service with Notice

Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond Company's control, when Customer or end user is using service in violation of the law or in violation of the provisions of this Tariff.

Company may discontinue or suspend service, with notice, under the following conditions:

- (A) abandonment of the service;
- (B) failure of Customer to provide Company with reasonable access to its equipment and property;
- (C) failure of Customer to meet Company's credit requirements or make suitable deposit as required by this Tariff;
- (D) non-payment of any sum due for exchange, long distance or other services;
- (E) use of service in such a way as to impair or interfere with the service of other customers;
- (F) abuse or fraudulent use of equipment or service including but not limited to (i) the use of equipment or service to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service; or (ii) the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- (G) Customer violation or non-compliance with any order, rule or regulation of the Commission or any provision of Company's Tariff or contract for service between Company and Customer.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Limitations on Service (Continued)

2.2.8 Discontinuance Procedures

- (A) In the event of a proposed discontinuance of residential service only, the following apply:
1. No basic residential service shall be discontinued for local service charges until at least 22 days from the date of the bill.
 2. No residential service can be discontinued for local service charges unless Company has given the affected Customer a written notice of the proposed discontinuance at least five days before the proposed date of disconnection. The notice must include:
 - a. the name of the person whose service is to be terminated and the telephone number where service is being rendered;
 - b. the rule or regulation violated and explanation thereof or the amount of the bill which Customer failed to pay;
 - c. the date on or after which service may be terminated;
 - d. the final payment date of the amount due;
 - e. a telephone number which Customer may call for information about the proposed discontinuance and any deferred billing procedure which Company may offer (if applicable); and
 - f. the procedure for medical emergency waivers (if applicable.)

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Limitations on Service (Continued)

2.2.9 Recording of Conversations

Recording of telephone conversations of service provided by Company under this Tariff is prohibited except as authorized by applicable Federal, state, and local laws.

2.2.10 With Respect to DUCs

Company reserves the right to add, change or delete services and/or DUCs at any time.

2.2.11 Toll Free Number Assignment

The availability of toll free numbers (e.g. 800/888/877) and of any specifically requested toll free number from Company is limited by Company's ability to obtain such toll free numbers from the DUC.

Company will accept Customers or Applicant's request for a particular toll free telephone number. Company will accommodate such requests to the extent possible. No guarantee of the assignment of the toll free number will be made prior to the initiation of service to Customer. Assignment of the toll free telephone number to Customer does not provide Customer with any ownership interest or proprietary right in that number. However, Customer does have a controlling interest in its active toll free number. If Company learns that an applicant is attempting to sell, barter, trade, or otherwise transfer a toll free number to another person, Company may refuse to establish or, upon written notice, discontinue service. If Customer's toll free telephone number is not used by callers other than for test calls to reach Customer or Customer's designee within 90 days of activation of the toll free number, Company, may upon written notice, discontinue service.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Limitations on Service (Continued)

2.2.12 Failure to Provide Notice or Insist Upon Compliance

Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, or Company's grant of a waiver of any term or conditions herein, or Company's grant to Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all times, in full force and in effect until modified in writing, signed by Company and Customer.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitation of Liability

Company's liability is limited as expressly assumed in Section 2.3 of the Tariff

2.3.1 Fit for Purpose

With respect to service provided hereunder, Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

2.3.2 Contractors and Agents

No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of Company without Company's written authorization.

2.3.3 Company's Officers

Under no circumstances whatsoever will Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special or punitive damages or lost profits.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitation of Liability (Continued)

2.3.4 Limitations

Company will not be liable for, and shall be fully indemnified and held harmless by Customer against:

- (A) Any claim, loss, expense or damage for any interruption, delay, error, omission or defect in service, facility or transmission provided under this Tariff, if caused by the CLEC(s), LEC or DUC(s) or any other third party providing a portion of the service, or by an **act** of God, fire, war, civil disturbance, act of government, or due to any other causes beyond Company's control, and no event absent a determination of willful misconduct through a judicial or administrative proceeding.
- (B) Any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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SECTION 2 -RULES AND REGULATIONS (Continued)

2.3 Limitation of Liability (Continued)

2.3.4 Limitations (Continued)

- (C) The use or abuse of any service described herein by any party including, but not limited to, Customers employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of inbound service, this also applies to third parties who dial Customer's inbound toll free numbers (e.g. 800/888/877) by mistake.
- (D) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its service. Compensation for any injury Customer may suffer due to the fault of parties other than Company must be sought from such other parties.
- (E) Any claim where Customer indemnifies Company pursuant to Section 2.5 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitation of Liability (Continued)

2.3.5 Liability for Damages

Company will use its best efforts to provide competent services consistent with industry standards. Company will have no liability to Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages Customer may sustain resulting from the failure or inability of Company to provide service to its Customers; negligent or defective services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of Company.

The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing service hereunder, where such damages were not caused by Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to Customer for services according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred.

2.3.6 Liability for Message Content

Company does not undertake to transmit messages but furnishes the use of its services to its Customers for telecommunications. Company is not liable for the content of Customer messages.

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SECTION 2 • RULES AND REGULATIONS (Continued)

2.3 Limitation of Liability (Continued)

2.3.7 With Respect to Busy Line Verification and Interruption

In conjunction with the Busy Line Verification and Interrupt Service as described in Section 4, Company shall not be liable for any claim that may arise from either party to the interrupted call or any person.

2.3.8 Defacement of Premises

Company or its agents or employees is not liable for any defacement of, or damage to, Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by Company or the LEC on such premises or by the installation or removal thereof, when the defacement or damage is not the result of negligence of Company.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Use of Service

2.4.1 Service Availability

Company's services are available for use 24 hours per day, seven days per week.

2.4.2 Allowable Uses

The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The use of service shall be restricted to Customer, Customer's employees and representatives in the case of business service, or Customer, Customer's family and persons residing in Customer's household in the case of residential service, except as otherwise specified in this Tariff. Company will have no liability to any person or entity other than Customer and only as set forth herein. Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of Company, CLEC(s), DUC(s), LEC or others and will be liable for reimbursing Company or LEC, CLEC or DUC for damages to any facilities or equipment caused by such negligence or willful acts.

Service furnished under this Tariff is intended only for communications in which Customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by Customer for such use or in the collection, transmission or delivery of any communication for others, except as otherwise stated in this Tariff.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Obligations of Customer

2.5.1 Indemnification of Company by Customer

Customer will indemnify, defend, and hold Company harmless from and against all claims and liabilities against Company:

- (A) where Company has stated a limitation of liability in Section 2.3 of this Tariff;
- (B) resulting from Customer (or its employee's agents or independent contractors) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or rates, unauthorized or illegal acts, or violations of right to privacy by Customer, its employees, agents, or independent contractor;
- (C) for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, whatever shall be the cause and whether negligent or otherwise;
- (D) for any and all liability not expressly assumed by Company in Section 2.3 of this Tariff and arising in connection with the provision of service to Customer, and will protect and defend Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against Company in connection therewith;
- (E) for any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by third parties directly or indirectly authorized by Customer to use the service.

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2.5 Obligations of Customer (Continued)

2.5.2 Payment Obligations

Customer is responsible for payment for all applicable charges pursuant to this Tariff originated at Customer's number(s), accepted at Customer's number, or incurred at the specific request of Customer. Customer is responsible for paying for all services Company provides to or from Customer's number(s), regardless of whether Customer's facilities were used fraudulently.

The termination or disconnection of service(s) by Company does not relieve Customer of any obligations to pay Company for charges due and owing for service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and Company will at all times be entitled to all rights available to it under either law or equity.

Customer will be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a Federal, state, or local governing body or bodies applicable to the service(s) furnished under this Tariff, unless specified otherwise herein. Also see Section 2.16 of this Tariff for Customer's obligations concerning taxes.

Customers subscribing to local exchange services pursuant to the provisions of this Tariff are responsible for payment for the F.C.C. authorized interstate subscriber line charge (also called end user common line charge).

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.6 Obtaining Service

2.6.1 Application for Service

To obtain service, Company may require Customer to provide Company with a signed letter of agency or third party verified verbal authorization of agency. Upon Company's acceptance of this proof, all applicable provisions in Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between Company and Customer. Acceptance or use of service offered by Company shall be deemed an application for such service and an agreement by Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of Company.

Company reserves the right to refuse service to applicants who are known to have been previously terminated by this Company, or by LEC or other CLECs, within the last 12 months and when the applicant cannot establish credit satisfactory to Company as given in Section 2.6.2 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.6 Obtaining Service (Continued)

2.6.2 Establishment of Credit

(A) Applicant

Company reserves the right to require all applicants to establish credit worthiness to the reasonable satisfaction of Company. Upon receipt of the signed letter of agency or verbal third party verified authorization by Company, the applicant will be deemed to have authorized Company to obtain such routine credit information and verification as Company requires.

(B) Customer

Under certain conditions, an existing Customer may be required to establish additional credit. Company reserves the right to examine the credit record and check the references of any Customer under these circumstances.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.6 Obtaining Service (Continued)

2.6.3 Customer Deposits

Any applicant whose credit is not acceptable to Company as provided in Section 2.6.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by Company if re-establishment of credit is not satisfactory subject to Section 2.6.2 of this Tariff.

Except as otherwise specified in the Tariff, the amount of such deposit shall not exceed the amount of charges for service which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of Company, Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months.

When service is terminated, any balance of the deposit remaining after deduction of all sums due Company will be returned to Customer. No deposit shall be held beyond a one-year period during which Customer has established satisfactory credit. The interest rate and method of calculation shall be filed with and approved by the Commission in a Tariff proceeding.

The fact that a deposit is held by Company shall in no way relieve the applicant of Customer from compliance with Company's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due Company for the service rendered.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.6 Obtaining Service (Continued)

2.6.4 Initial Contract Periods and Termination of Service

(A) Initial Contract Periods

Except as provided herein, the initial contract period is one month. Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by Customer, with written notification to Company within a reasonable period in advance of the date of cancellation. Unless otherwise specified herein, for purposes of computing this Tariff, every month is considered to have 30 days. Initial contract periods begin on, and include the day following the establishment of service.

(B) Cancellation of Service

When an application or request for service, including additions and changes is cancelled or changed in whole or in part before service is established, Customer may be required to reimburse Company for all costs incurred in connection with that part of the application or request which is cancelled or changed, except as otherwise stated in this Tariff. The charge to Customer shall not exceed the charges which would have applied to normal establishment of the original order and subsequent cancellation thereof.

Service may be cancelled prior to expiration of the initial contract period with written notification from Customer to Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, Customer will be responsible for the payment of all charges due for the service period.

Service may be cancelled subsequent to the expiration of the initial contact period with written notification from Customer to Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, Customer will be responsible for the payment of all charges up to and including the date of cancellation.

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2.6 Obtaining Service (Continued)

2.6.5 Provision and Ownership of Equipment and Facilities

Company may use equipment and facilities for provision of services that are furnished in whole or in part by Company, the LEC, a CLEC or a DUC. Such equipment and facilities located on the premise of Customer remain the property of Company, the LEC, a CLEC or a DUC, whose employees or agents acting on behalf of Company may enter said premises at any reasonable hour to install, repair and inspect equipment and facilities up to and including the network interface. In cases where the equipment and facilities beyond the network interface remain the property of the building owner or other entity, agents and employees of Company may enter the premises at any reasonable hour to install, repair and inspect facilities and equipment beyond the network interface up to and including the inside wiring and the jack(s).

Equipment and facilities utilized by Company for the provision of services shall be returned to their owner in good condition upon termination of service, reasonable wear and tear thereof expected. In the case of damage, loss or destruction of any aforementioned equipment and facilities, due to the negligence or willful act of Customer or other authorized users, Customer shall be required to pay the expense incurred by Company in connection with replacement of the property damaged, lost, stolen or destroyed, or the expense incurred in restoring it to its original condition.

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2.6 Obtaining Service (Continued)

2.6.6 Installation, Maintenance and Repair

All installation, service and repair expense is borne by Company, except as otherwise specified in this Tariff. Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by Company or permit others to do so, except upon the written consent of Company or as specified in this Tariff.

2.6.7 Non-Routine Establishment of Services

At Customer's request, establishment of services may be performed outside Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. Customer may be required to pay, in addition to the other rates and charges specified in this Tariff, the amount of additional costs incurred by Company as a result of Customer's special requests.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Advance and Assurance of Payments

Customers and applicants may be required to pay for service charges, installation and non-recurring charges of one month's fixed charge in advance of installation of their service. The amount of any advance payment is credited to Customer's account and applied to indebtedness for the services ordered once provisioned. Customers may also be required to provide a guarantee of payment in the form of credit card imprint or other such guarantee of payment for future services. The required advance payments or other security may be increased or decreased by Company as it deems appropriate in the light of changing conditions.

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2.8 Rendering Bill

2.8.1 General

Company uses cycle billing. The billing period is one month. Company uses direct billing by Company or authorized billing agent. Where billing systems allow, credit card billing and automatic withdrawal from Customer's checking or savings accounts are available.

2.8.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to Customer's current billing address no later than 60 days following the close of billing. Call detail is included with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check, which should be made payable as named on the bill and are sent to the address as listed on the bill. If the bill is not paid within 15 days from the invoice date, Company may impose a late charge on the delinquent amount. A late charge of 1.5% per month applies to any past due balance. In instances where a check is returned by the bank and not accepted as payment, Company may impose a returned check charge of \$30.

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2.8 Rendering Bill (Continued)

2.8.3 Credit Card Billing

With credit card billing, the charges for services provided by Company are billed on Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between Customer and Customer's designated credit card company. Call detail will not be included in the credit card bill. Call detail will be provided by Company in a separate mailing.

2.8.4 Automatic Withdrawal From Checking or Savings Account

If Customer utilizes automatic withdrawal, the charges for services provided by Company are automatically debited to Customers designated checking account or savings account. Call detail will be provided by Company in a separate mailing.

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SECTION 2 • RULES AND REGULATIONS (Continued)

2.9 Dispute Procedures

2.9.1 Inquiries and disputes, including billing disputes, will be handled as follows:

- (A) Customer shall pose the inquiry or dispute directly to Company for resolution. Written communications should be directed to Company's Customer Service Department as per Section 2.10 of this Tariff. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending
- (B) Company will investigate a Customer inquiry or dispute and report the findings to Customer.
- (C) If Company finds it's actions to be consistent with this Tariff, Company will inform Customer of it's no fault finding and require full payment of any outstanding balance due.
- (D) If Customer is not satisfied with Company's resolution of an inquiry or dispute, Customer may refer the matter to the Arizona Corporation Commission Division of Communications at 1200 West Washington, Phoenix, AZ 85007-2996 or via telephone at (602) 542-4251 or TDD (602) 542-2105.

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2.10 Customer Service

Company maintains a Customer Service Department exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. Company's Customer Service address and toll free number are printed on Customers bill. For Customers using credit card billing or automatic withdrawal from the checking or savings account, Company's Customer Service address and toll free numbers are provided with Customer's call detail. Customers may contact Company's Customer Service Department in writing or by calling a toll free number.

Customer Service Department is located at 1200 Mercantile Lane, Largo, Maryland 20785. The toll free number is (888) 663-7646. Excluding holidays, Customer Service Representatives are available 9:00 AM to 7:00 PM eastern time Monday through Friday, 10:00 AM to 3:00 PM eastern on Saturday. After hours, Sundays and on holidays, Customers are automatically forwarded to an answering service for messaging.

Customer Service support for repair services is available 24 hours per day, 365 days per year at (888) 663-7646. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.11 Mileage Measurements

2.11.1 General

Calls are mileage by the DUC that carries the call. Each rate center or POP has a unique set of assigned V&H coordinates which are used by the DUC for calculating mileage. Calculation of mileage is in accordance with the V&H coordinate system.

2.11.2 Operator Toll Assistance

Rates for service between points are based on airline mileage between rate centers of the calling and called stations.

2.11.3 Other Mileage Sensitive Services

The distance is measured using the V&H coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the DUC. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via switched access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. If the call is originated or terminated via dedicated access, the distance is measured using the V&H coordinates associated with the originating or terminating POP of the DUC.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.11 Mileage Measurements (Continued)

2.11.4 Determining Airline Mileage

The airline mileage is determined by applying the formula below to the U&H coordinates associated with the rate centers or POPs involved. Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in its NPA-NXX U&H coordinates tape and in NECA Tariff No. 4.

FORMULA:

$$\sqrt{\frac{((V_1 - V_2)^2 + (H_1 - H_2)^2)}{10}}$$

SECTION 2 - RULES AND REGULATIONS (Continued)

2.12 Timing of Calls

- 2.12.1** Calls are timed by the DUC that carries the call. Conversation time is defined as when two-way communications between the calling and called party is possible.
- 2.12.2** On station-to-station, direct-dialed (1+) calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 2.12.3** Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the Operator.

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2.13 Rate Periods

2.13.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

2.13.2 Day, Evening, and Night Rate Periods

<u>Rate Period</u>	<u>From</u>	<u>To, But Not Including</u>	<u>Days Applicable</u>
Daytime	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night/Weekend	11:00 PM	8:00 AM	All Days
	8:00 AM	11:00 PM	Sat
	8:00 AM	5:00 PM	Sun

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SECTION 2 ■ RULES AND REGULATIONS (Continued)

2.14 Determining Rate In Effect

2.14.1 General

For outbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect.

2.14.2 Multiple Rate Periods

When a call spans multiple rate periods, it is billed at multiple rate period rates. The time at the beginning of each increment of connection determines the applicable rate period. When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Determining Rate In Effect (Continued)

2.14.3 Holiday Rates

Holiday rates apply to the following services:

- None at this time

The term "holiday" denotes all the following holidays:

- **New Year's** Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Memorial Day

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2.15 Rounding

For all services, fractions of a billing increment are rounded up to the next higher increment. Calls are measured in 60 second increments. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.16 Taxes and Surcharges

2.16.1 Federal, State and Local Taxes and Surcharges

In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

All Federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

2.16.2 Tax Exemption Status

In order to be granted tax exempt status, Customer claiming tax exempt status must provide Company with copies of all tax exemption certificates and documents required by Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by Company on Customer's service, and Customer will be responsible for the payment of all such charges. At Company's option, Company may accord Customer tax exempt status upon receipt of the required documentation after service is ordered. However, Customer will be billed for all applicable taxes and responsible for the payment of same until such time as Company has ceased billing the applicable taxes. Company is not liable for refunding the amount of the taxes paid Customer. Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by Company will result in termination of service.

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SECTION 2 • RULES AND REGULATIONS (Continued)

2.17 Interruption of Service

2.17.1 Tests and inspections

Without incurring liability, Company may interrupt the provision of services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.17.2 With Regard to Unauthorized, Fraudulent, or Unlawful Use

To prevent possible unauthorized, fraudulent, or unlawful use of service, Company may initiate blocking all calls or blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.17.3 Credit Allowances for Monthly Charges

No credit for recurring monthly charges will be issued for outages less than 24 consecutive hours in duration. If there is no monthly recurring charge, no credit will be issued. For Customers with service subject to a monthly recurring charge, service interruptions of greater than 24 consecutive hours duration will receive a credit equal to the number of hours of service interruption divided by 720 hours times the monthly recurring charge for the service.

2.17.4 Credit Allowances for Usage Sensitive Charges

Credit allowances for the interruption of usage sensitive service are subject to the general liability provisions set forth in Section 2.20 of this Tariff. It shall be the obligation of Customer to notify Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission by Customer within his control, or is not in wiring or equipment, if any, furnished by Customer.

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SECTION 2 • RULES AND REGULATIONS (Continued)

2.18 Termination of Service By Company

The termination of service(s) by Company pursuant to this section does not relieve Customer of any obligations to pay Company for charges due and owing for service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and Company will at all times be entitled to all rights available to it under either law or equity.

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2.19 Terminal Equipment

Company's services may be used with or terminated in Customer provided terminal equipment or Customer provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of Customer. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.20 Credits

2.20.1 Allowances for Interruptions

Company will take appropriate measures to assure minimal service interruptions. If service is interrupted, appropriate action will be taken to the extent possible to restore service within 24 hours following notification by Customer.

Interruptions of more than 24 consecutive hours, which are reported to or detected by Company, and which are not due to the negligence or willful act of Customer, will be credited to Customer's account upon Customer's request at the proportionate monthly charge involved for each 24 hours or fraction thereof of interruption.

2.20.2 Credit for an incomplete Call

An incomplete call is a call where two-way communication was not possible between the called station and the calling station. When Customer notifies Company that Customer has been inadvertently billed for an incomplete call, Company will issue credit for the amount of the charge for that call.

2.20.3 Credit for Loss of Prepaid Calling Card

If Customer notifies Company that a particular prepaid phone card has been lost or stolen prior to the activation of its PIN, Company will use its best efforts to ensure that such PIN is not activated.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services

3.1.1 General

All outbound services requiring switched access to reach the long distance network are only available to Customers located in those exchanges which have been converted to equal access. Interexchange calls originate and terminate in the state within and/or between LATAs.

3.1.2 Residential Basic Rate Service

Residential Basic Rate Service is an outbound only, long distance rate plan available to residential Customers using switched access to reach the long distance network of the DUC. All calls billed in 60 second increments. Residential Basic Rate Service is available to new and existing residential Customers that (1) use switched access to reach the long distance network of the DUC; and (2) commit to a minimum service period of one month. Basic rates are available on direct dialed calls only.

3.1.2.1 InterLATA Residential Optional Calling Plans

At the request of Customer, interLATA optional calling plans consisting of monthly flat rate fees and specific per minute usage charges are available to residential Customers. The monthly fees and usage rates are specified in Sections 4.5.1, 4.5.2, 4.5.3, 4.5.4, and 4.5.5.

3.1.3 Business Basic Rate Service

Business Basic Rate Service is an outbound only, long distance rate plan available to business Customers using switched access to reach the long distance network of the DUC. All calls billed in 60 second increments. Business Basic Rate Service is available to new and existing business Customers that (1) use switched access to reach the long distance network of the DUC; and (2) commit to a minimum service period of one month. Basic rates are available on direct dialed calls only.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.2 Inbound Services

3.2.1 General

Inbound calls are originated from any point in the state on any type of access but are terminated via switched access lines in the terminating city to Customer's location only. Inbound toll free permits calls to be completed to Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, (e.g. 800/888/877) NXX-XXXX, which terminates at Customer's location.

3.2.2 Residential Toll Free

Residential Toll Free is an inbound only, long distance pricing plan. Residential Toll Free is available to residential Customers that utilize switched access to reach the long distance network of the DUC. For all calls, the initial and additional periods are billed in increments of one minute. The minimum service period is one month.

3.2.3 Business Toll Free

Business Toll Free is an inbound only, long distance pricing plan. Business Toll Free is available to business Customers that utilize switched access to reach the long distance network of the DUC. For all calls, the initial and additional periods are billed in increments of one minute. The minimum service period is one month.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.3 Directory Assistance

Intrastate Directory Assistance involves the supplying of assistance in determining, or attempting to determine, the telephone number of another party located in another state or area. Directory Assistance is available to any Customer that has access to the Directory Assistance bureau of the DUC. If Customer with switched access calls Directory Assistance for a call within its area code, the call is handled by the LEC or CLEC. If Customer with switched access calls Directory Assistance for a call within the state but outside of its area code, the call may be routed to the DUC for handling. Person-to-person and collect calls to Directory Assistance are not permitted.

3.4 Operator Toll Assistance

- (A) Operator Toll Assistance is any variety of telephone services which require the assistance of an Operator. There are two categories of operator services calls. They are 0+ calls and OO-calls. A 0+ call is one in which Customer dials 0+ the called number to complete the call. A OO-call is one in which Customer dials 00 to reach the Operator, and the Operator dials the called number to complete the call for Customer. Customers subscribing to any of Company's outbound service offerings using switched access to reach the long distance network can reach the Operator by dialing 0 plus the called number or by dialing 00.
- (B) For all calls, the initial and additional periods are billed in increments of one minute.
- (C) There are two rate elements. They are a usage charge and a fixed charge. The operator dialed fixed charge applies in addition to all station-to-station and person-to-person operator service charges when Customer has the ability to dial all the digits necessary for call completion but instead dials 00 to reach the Operator to have the Operator complete the call. The fixed charge will be applied to all operator services calls completed by an Operator except for calls which cannot be completed by Customer due to equipment failure or trouble on the network.
- (D) All calls utilizing this service must originate and terminate in the same LATA.
- (E) Operator Assistance charges will be waived for those Customers presenting medical certification to Company of a physical inability to dial telephone numbers.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.5 Miscellaneous Charges

3.51 Returned Check Charge

This charge applies when a personal check remitted for payment is not honored by the bank.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.6 Optional Calling Plans

3.6.1 Residential Outbound Service - Option 1

Company's Residential Outbound Service - Option 1 is an optional rate calling plan for residential Customers. This rate plan is applicable to the interLATA portion of the residential Customer's long distance service and may be selected by Customer in lieu of Company's Residential Basic Rate Service for interLATA long distance calls. This optional rate plan is a flat rate offering. The Residential Outbound Service - Option 1 is available to Customers concurrently subscribing to Company's Interstate Optional Outbound Rate Service #1 specified in Tariff F.C.C. No. 1.

3.6.2 Residential Outbound Service - Option 2

Company's Residential Outbound Service - Option 2 is an optional interLATA long distance rate calling plan for residential Customers. The rate plan consists of a minimum monthly rate and a usage charge applied for each minute of use. In order to qualify and be eligible for this optional rate plan a residential Customer must subscribe to Company's bundled communications service package consisting of local exchange, long distance and cable television or high-speed internet access services. If Customer elects to discontinue subscription to this bundled communications package, the eligibility for this special long distance service rate will be null and void and Customer must select an alternate interstate long distance rate plan. The Residential Outbound Service - Option 2 is available to Customers concurrently subscribing to Company's Interstate Optional Outbound Rate Service #2 specified in Tariff F.C.C. No. 1.

3.6.3 Residential Outbound Service - Option 3

Company's Residential Outbound Service - Option 3 is an optional interLATA long distance rate calling plan for residential Customers. The rate plan consists of a minimum monthly rate and a usage charge applied for each minute of use. In order to qualify and be eligible for this optional rate plan a new residential Customer must subscribe to Company's bundled communications service package consisting of local exchange and interstate long distance services. If Customer elects to discontinue subscription to this bundled communications package, the eligibility for this special long distance service rate will be null and void and Customer must select an alternate interstate long distance rate plan. The Residential Outbound Service - Option 3 is available to Customers concurrently subscribing to Company's Interstate Optional Outbound Rate Service #3 specified in Tariff F.C.C. No. 1.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.6 Optional Calling Plans

3.6.4 Residential Outbound Service -Option 4

Company's Residential Outbound Service - Option 4 is an optional long distance rate calling plan for residential Customers. This rate plan is applicable to the interLATA portion of the residential Customer's long distance service and may be selected by Customer in lieu of Company's Residential Basic Rate Service for interLATA long distance calls. This optional rate plan is available at the pricing described in Section 45.4. The Residential Outbound Service - Option 4 is available at the request of new and existing Customers. The rate applies 24 hours per day, and no M/A/C (Move/Add/Change) charge applies to changes to these plans. The Residential Outbound Service - Option 4 is available to Customers concurrently subscribing to Company's Interstate Optional Outbound Rate Service #4 specified in Tariff F.C.C. No. 1.

3.6.5 Residential Outbound Service - Option 5

Company's Residential Outbound Service - Option 5 is an optional long distance rate calling plan for residential Customers. This rate plan is applicable to the interLATA portion of the residential Customer's long distance service and may be selected by Customer in lieu of Company's Residential Basic Rate Service for interLATA long distance calls. This optional rate plan is available at the pricing described in Section 4.5.5. The Residential Outbound Service - Option 5 is available at the request of new and existing Customers. The rate applies 24 hours per day, and no M/A/C (Move/Add/Change) charge applies to changes to these plans. The Residential Outbound Service - Option 5 is available to Customers concurrently subscribing to Company's Interstate Optional Outbound Rate Service #5 specified in Tariff F.C.C. No. 1.

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SECTION 4 • MAXIMUM RATES AND CHARGES*

4.1 Outbound Services

4.1.1 Residential Basic Rates\$~~19~~ per minute

4.1.2 IntraLata Optional Residential Call Rate..... 10 per minute

4.1.3 Business Basic Rates1~~9~~ per minute

* The rates and charges set forth in this section reflect the maximum possible prices that may be charged. The effective prices are indicated on a separate price sheet.

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SECTION 4 - MAXIMUM RATES AND CHARGES (Continued)

4.2 Inbound Services

- 4.2.1 Residential 800 \$.31 per minute
- 4.2.2 Business 80031 per minute

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SECTION 4 - MAXIMUM RATES AND CHARGES (Continued)

4.3 Directory Assistance

Direct dialed calls to Directory Assistance will be billed at up to \$.64 per intraLATA call and up to \$1.19 per interLATA call. Person-to-person and collect calls to Directory Assistance are not permitted. A credit allowance for Directory Assistance will be provided if Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number or misdials the intended directory assistance number and immediately informs Company of such request for credit.

4.4 Operator Assisted Calling

Station-to-Station (collect, third party or operator dialed)	\$1.30
Person-to-Person.....	3.50
Usage Charge, per minute of use30

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SECTION 4 - MAXIMUM RATES AND CHARGES (Continued)

4.5 Miscellaneous Charges

4.5.1 Returned Check Charge

The amount of the return check charge is to be no greater than \$37.50. When another telecommunications carrier provides the billing function on behalf of Company, the other carrier's bad check charge applies in lieu of the charge contained in this Tariff.

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SECTION 4 - MAXIMUM RATES AND CHARGES (Continued)

4.6 Optional Calling Plans

4.6.1 Residential Outbound Service - Option 1

MonthlyRecurringCharge _____ \$6.20
Usage Charge, per minute of use _____ .13

4.6.2 Residential Outbound Service - Option 2

Monthly Recurring Charge _____ \$6.20
Usage Charge, per minute of use _____ .13

4.6.3 Residential Outbound Service - Option 3

Monthly Recurring Charge _____ \$6.20
Usage Charge, per minute of use _____ .13

4.6.4 Residential Outbound Service - Option 4

Monthly Recurring Charge _____ \$6.20
Usage Charge, per minute of use _____ .13

4.6.5 Residential Outbound Service - Option 5

Monthly Recurring Charge _____ \$9.95
Usage Charge, per minute of use _____ .10

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SECTION 5 • PROMOTIONS

5.1 General

From time-to-time, Company may engage in special promotional offerings or trial service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new services and/or increase existing Customer awareness of Company's services. These offerings may be limited to certain dates, times of day and/or locations determined by Company. As a condition of subscribing to a promotional offering, Company may require Customer to subscribe to a term plan.

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SECTION 5 - PROMOTIONS (Continued)

5.2 Market Trial Service Program

Beginning October 1, 1999, and ending December 31, 1999, Company will offer the 200 Free Minutes Market Trial Service Program to any new residential Customer or existing, local exchange only Customer who elects to subscribe to both local exchange and long distance service from Company. Each participating Customer will receive a one time credit of \$14.00 (the equivalent of 200 minutes of interstate usage at \$.07 per minute). This one time credit will appear on Customer's monthly bill. This trial will be available in the state of Arizona.

Orders for the Market Trial Service Program described above must be activated by March 1, 2000. This Market Trial Service Program will end on December 31, 1999. However, Company reserves the right to discontinue this offer at any time prior to the expiration date. All other terms and conditions of this Tariff apply to all Customers. This Market Trial Service Program may not be combined with any other promotional offering and applies only to residential Customers.

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SECTION 6 • INDIVIDUAL CASE BASIS

6.1 General

Arrangements may be made on a case-by-case basis in response to a bona fide special request from Customer or prospective customer to develop a bid for a service not generally offered under this Tariff. ICB rates will be offered to Customer in writing and on a non-discriminatory basis.

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SECTION 7 - CALLING CARD SERVICE

7.1 Prepaid Calling Card Service

7.1.1 Description of Service

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each phone card. Company debits the cardholder's account balance as the cardholder places a call. The cardholder receives a warning tone two minutes before the balance reaches zero. Calls in progress will be terminated when the balance reaches zero.

The cardholder may **access** the network from anywhere in the United States by dialing a universal toll free number, a PIN, and the called telephone number.

7.1.2 Availability

Prepaid calling cards are available to residential Customers and business Customers.

7.1.3 Features

(A) Instructions Available in Multiple Languages

Company may make available to the cardholder different toll free access numbers **for** instructions in English or Spanish, or other languages as appropriate.

(B) Sequential Calling

Sequential calling allows the cardholder to make several calls without disconnecting from the system after the completion of each call.

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SECTION 7 - CALLING CARD SERVICE (Continued)

7.1 Prepaid Calling Card Service (Continued)

7.1.4 Domestic Rates (Calls Within the United States)

The maximum usage rates for domestic calls are as follows:

Call Initiation.....\$1.99 per call
RatePerMinute......50perminute
Initial Call Period..... 15 minutes per call
SubsequentCallPeriods.....15minuteincrements

7.1.5 International Rates (Calls Made From the United States)

The maximum usage rates for international calls are as follows:

Call Initiation.....\$4.99 per call
Rate Per Minute.....5.00 per minute
Initial Call Period..... 25 minutes per call
SubsequentCallPeriods.....25minuteincrements

7.1.6 Maintenance Fee

A monthly or weekly maintenance fee applies to each prepaid calling card and is identified on each specific calling card. The maximum rates for this monthly or weekly maintenance fee are as follows:

Monthly Fee.....\$2.99
Weekly Fee......75

7.1.7 Directory Assistance

The maximum charge is \$2.00 per minute.

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